



Commonwealth of Kentucky

MASTER AGREEMENT

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: ONE-WAY PAGERS AND SERVICES		
Doc ID No: MA 758 0800003570 1	Proc Folder: 1171004	
Procurement Type: Standard Goods		
Effective Date: 2008-10-17	Expiration Date: 2010-10-17	Not To Exceed Amount
Administered By: Sharon Purvis		Cited Authority: FAP111-35-00-G
Telephone: 502-564-9880		Issued By: Megan Thompson
VENDOR Aquis Communications 100 North Constitution Drive Yorktown VA 23692 US		

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	One-Way Numeric Pager and Service	0	0.00	EA	5.25000	0.00	0.00

Extended Description

Suntelecom
ST750,ST800
unlimited paging

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
2	One-Way Alpha Numeric Pager and Service	0	0.00	EA	7.25000	0.00	0.00

Extended Description

Suntelecom Titan III
Motorola Advisor Gold/Elite
unlimited paging

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
3	Extended Suspended Pager Option	0	0.00	EA	0.00000	0.00	0.00

Extended Description

No Charge
Suntelecom ST750, ST800, Titan III
Motorola Advisor Gold, Elite
unlimited paging

0800003570	Document Phase Final	Document Description ONE-WAY PAGERS AND SERVICES	Page 2 of 6
------------	--------------------------------	--	------------------------------

Terms and Conditions Master Agreement

Scope of Contract

The Office of Procurement Services issues this contract to establish a Master Agreement for:

One way pagers and services

Initial Contract Period

The contract established will be for the initial period of two (2) year from date of award.

Optional Renewal Period

This contract may be extended at the completion of the initial contract period for four (4) additional one-year periods as long as the agency needs the services and the vendor is in agreement. This extension must have the written approval of the vendor and the Office of Procurement Services. The Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

Agencies to Be Served

This contract shall be for use by the following agencies of the Commonwealth of Kentucky:

All State Agency

Extending the contract use to other Agencies

The office of Procurement Services reserves the right, with consent of the vendor, to offer the Master Agreement resulting from this solicitation to other state agencies requiring the product(s) or service(s).

Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the contract shall be firm for the contract period subject to the following:

- A. **Price Increases:** A price increase will not be allowed during the first six (6) months of the contract. Only one price increase will be allowed during the contract period. The price increase must be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the Office of Procurement Services. Notice of withdrawal must be provided forty-five (45) days prior to the effective date.
- B. **Price Decreases:** The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.

0800003570	Document Phase Final	Document Description ONE-WAY PAGERS AND SERVICES	Page 3 of 6
------------	--------------------------------	--	------------------------------

C. Extended Contract Periods: If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required "A. Price Increases". One (1) additional price increase may be granted during the extended contract period. This price increase will not be allowed during the first six (6) months of the extended contract period and will be subject to the conditions in "A" above.

Equipment and Service Refresh

One-way Paging services shall be provided within the current available technologies and shall be enhanced and expanded as technologies improve and new technologies are developed throughout the life of the contract. The services shall include the replacement of pagers at no cost with the exception of cases of extreme abuse or loss.

The vendor shall warranty the one-way pager throughout the lifecycle of the contract or provide a new device to each user every twelve (12) months.

Equipment and Warranty Requirements

Equipment features and accessories include:

- ✧ 16 Message Memory
- ✧ Date and Time Display
- ✧ Message Lock (Protect)
- ✧ Memory Full Indicator
- ✧ Vibrator / Chirp / Silent
- ✧ Selective Erase
- ✧ Unread Message Indicator
- ✧ Backlight
- ✧ Message Time Stamping
- ✧ Individual or All Message Erase
- ✧ Low Battery Indicator
- ✧ Service Area Indication
- ✧ Belt Clip
- **Initial Battery (1)**

Equipment functionality shall include:

- ✧ Reset - A manual or automatic reset control shall be provided to enable reset following reception of display message.
- ✧ Stored Message Indicator - The paging receiver shall indicate a message is stored in its memory to the user by a visual means.
- ✧ Low Voltage Indicator - The paging receiver shall warn (audio or visually) the user when its battery voltage falls below minimum operating level.
- ✧ The pagers shall contain a 24-hour time clock, which can display the time automatically or manually.
- ✧ The pager shall time stamp each message. The time stamp will indicate the time a message was received.

Training

The vendor will provide agency training sessions, as requested, to be scheduled by the using agencies at mutually acceptable times and locations. Training sessions will be tailored to the agency needs and will cover all equipment in use and services available to the participants in each class.

0800003570	Document Phase Final	Document Description ONE-WAY PAGERS AND SERVICES	Page 4 of 6
------------	--------------------------------	--	------------------------------

At a minimum, training will include four concepts:

- ✂ Training on the use of the hardware (pager devices) purchased/leased;
- ✂ Training on the use of software and features offered by the vendor;
- ✂ Training on appropriate use of pager services including tips on minimizing costs, etiquette;
- ✂ Training on the use of the database, reporting and billing details.

Ability to participate in Electronic Billing – Y or N

Equipment Substitutions

Substitutions are allowed for the following circumstances only:

- ✂ Discontinued Product - The approved equipment is not available because the manufacturer has discontinued the product. Vendor is expected, within reason and good faith, to offer an equivalent or better substitute at or below the original price, with the permission of the Commonwealth.
- ✂ National Constraint/Backlog - There is a documented national constraint. This does not simply mean a particular re-seller is having trouble getting a product through their usual distributor. Vendor is expected, within reason and good faith, to offer an equivalent or better substitute at or below the original price, with the permission of the Commonwealth.

Post Contract Agreements

This contract shall constitute the entire agreement between the State and awarded contractor. Unless contractually provided, State agencies utilizing this contract will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a contract resulting from this contract. Any such documents so obtained will not be binding on the State and agents of the State and will be cause for breach of contract.

Quantity Basis of Contract – Estimated Quantities

Any and all quantities mentioned in this contract are purely estimates, and are not to be implied nor inferred as being guarantees. The State is obligated to buy only that quantity needed by its agencies during the term of the contract. Requirements may exceed the quantities shown and the contractor will be required to furnish all requirements shown on Delivery Orders dated during the life of the contract.

Manuals

Instruction and operating manuals shall be furnished for all equipment installed.

Distribution of Literature

Upon request, the Vendor shall furnish State agencies and other public bodies with descriptive literature and service information for items awarded.

Vendor's Report

The vendor(s) may be asked to furnish the buyer, Office of Procurement Services, a report

0800003570	Document Phase Final	Document Description ONE-WAY PAGERS AND SERVICES	Page 5 of 6
------------	--------------------------------	--	------------------------------

showing volume which has been sold to the Commonwealth and its using agencies each six (6) months of the contract period. The report will include political subdivisions and university purchases. This report may be the vendor's computer printout sheet or form. This shall apply to all items, which are to become a part of this contract. This report must reference usage by brief description, product number or other format designated by the Office of Procurement Services.

FOB Basis of Shipment – Vendor Responsible

Quotations of unit prices on this Solicitation shall be F.O.B. Destination Freight Prepaid and Allowed. The Vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency.

Cancellation Clause

Either party may cancel this contract by giving written notice, 30 (thirty) days prior to effective cancellation date.

Exception to Required Use of Contract

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to contract for large requirements by using a separate solicitation.

Service Performance

All services performed under contract shall be in accordance with the terms and provisions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

Major deviations of services performed will not be made without the written approval of the Office of Procurement Services. Problems that arise under any aspect of performance should first be resolved between the Vendor and the agency. Either party should refer in writing any such problems and/or disagreements that cannot be resolved to the Office of Procurement Services for settlement.

Addition or Deletion of Items or Services

The Office of Procurement Services reserves the right to add new and similar items or services, with the consent of the vendor, to this contract. Should an add-on be in agreement with both, the Office of Procurement Services to effect this change will issue a Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

Governmental Restrictions

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to delivery, it shall be the responsibility of the successful bidder to notify the Office of

0800003570	Document Phase Final	Document Description ONE-WAY PAGERS AND SERVICES	Page 6 of 6
------------	--------------------------------	--	-----------------------

Procurement Services in writing, indicating the specific regulation which requires such alterations. The Commonwealth reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

Payments

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

Inspection

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the Vendor's expense.

Governing Law

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any litigation with respect to this Solicitation shall be brought in state or federal court in **Franklin County, Kentucky**.

ALL PROVISIONS OF SOLICITATION (RFB 758 0700002025) SHALL BE PART OF this MASTER AGREEMENT